

SOLICITATION**SECTION A - SOLICITATION/CONTRACT FORM**

Page 1 of 53 pages

1. Purchase Authority: Public Law 92-218 as amended			
2. Request For Proposal (RFP) Number: N02-CO-81020-11	3. Issue Date: November 21, 1997	4. Just In Time <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV Section L
6. TITLE: Evaluation of the Science Enrichment Program			
7. ISSUED BY: Research Contracts Branch National Cancer Institute National Institutes of Health Executive Plaza South, Room 6120 EXECUTIVE BLVD MSC 7224 BETHESDA MD 20892-7224		8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1 until 3:00 P.M. local time on December 22, 1997.			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH FAR CLAUSE 52.215-10 ENTITLED, "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS" LOCATED ON PAGE <u>10</u> OF THIS SOLICITATION.			
11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.			
12. FOR INFORMATION CALL: Wayne E. Jackson PHONE: (301) 435-3779 COLLECT CALLS WILL NOT BE ACCEPTED.			
13. Table of Contents on following page.			

Submit any questions by 3:00 PM Local Time
on 12/5/97.

Charles H. Jackson, Jr.
Contracting Officer
Research Contracts Branch
National Cancer Institute

13. DETAILED TABLE OF RFP CONTENTS

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4
SECTION D - PACKAGING, MARKING AND SHIPPING	5
SECTION E - INSPECTION AND ACCEPTANCE	5
SECTION F - DELIVERIES OR PERFORMANCE	5
SECTION G - CONTRACT ADMINISTRATION DATA	6
SECTION H - SPECIAL CONTRACT REQUIREMENTS	9

PART II - CONTRACT CLAUSES 11

SECTION I - CONTRACT CLAUSES	11
ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT	11
ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES	14
ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES	14
ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES IN FULL TEXT	15

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 16

SECTION J - LIST OF ATTACHMENTS	16
1. Packaging and Delivery of Proposal	16
2. Background Information.	16
3. Statement of Work	16
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts	16
5. Financial Report of Individual Project/Contract	16
6. Instructions for Completing Form NIH 2706	16

SECTION K - REPRESENTATIONS AND CERTIFICATIONS	16
1. <u>REPRESENTATIONS AND CERTIFICATIONS</u>	17

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	37
1. <u>GENERAL INFORMATION</u>	37
2. <u>INSTRUCTIONS TO OFFERORS</u>	39

SECTION M - EVALUATION FACTORS FOR AWARD	52
1. <u>GENERAL</u>	52
2. <u>TECHNICAL EVALUATION CRITERIA</u>	52
3. <u>PAST PERFORMANCE FACTORS</u>	52

PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The contractor shall develop and implement the necessary survey instruments and aptitude tests; develop and implement a system for collecting comparable types of data across SEP sites, analyze the data, conduct site visits and submit reports. The contractor shall have adequate office space, qualified staff, appropriate equipment, and other resources necessary to perform the statement of work. Key questions of the evaluation focus on whether the SEP is effective and what explains or limits its effectiveness.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon during negotiations.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Patient Care Costs; 6) Accountable Government Property; and 7) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval in the preaward negotiation process.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1 , dated November 5, 1997 , attached hereto and made a part of this Solicitation.

ARTICLE C.2. REPORTING REQUIREMENTS

- a. Technical Progress Reports

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. In addition to the summer program activity, this report should also include a discussion of observations made during site visits. The frequency and specific content of these reports will be determined during negotiations.

For proposal preparation purposes only, it is estimated that three (3) copies of these reports will be required as follows:

- (1) Semi-Annual Report (Due October 31 of each Year) Provide pre-program and post-program questionnaire and test results. and No semi-annual report is due when an annual report is due.
- (2) Annual Report (by April 30, of each year). This report covers the entire year of operation. Much of the information in the progress report may be updated in this report that will also include any new insights and recommendations for improving the Science Enrichment Program.

- (3) OMB Clearance and waiver submission (Due 30 day after award)
- (4) Final - Upon final completion of the contract. This shall be a comprehensive report covering the full five-year project.

b. Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

c. The following is a suggested format for each report:

Introduction

- I Goal of the Evaluation
- II Procedures and Data Collection
- III SEP Program Sites
- IV Comparisons with other Programs
- V Conclusions and Recommendations

Appendices

References

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this ARTICLE, the Project Officer, is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at, [Assume a Rockville, MD address Zip Code 20852]. .
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from April 15, 1998 through April 14, 2003.

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C.2 . will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract]:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Schedule</u>
(a)	Semiannual Report	1-A 2 -B	Due by October 31, of each year
(b)	Annual Report	1-A 2-B	Due by April 30, of each year
(c)	Final Report	1-A 2-B	Due on the completion date of the contract
(d)	OMB Clearance and waiver submission	1 original and 3 copies Addressees TBD during BAFO	30 days after award

- b. The above items shall be addressed and delivered to:

	<u>Addressee</u>	<u>Deliverable Item No.</u>	<u>Quantity</u>
A	<u>Contracting Officer</u>	<u>(a)</u>	<u>1 copy</u>
	<u>Assume a Rockville, MD</u>	<u>(b)</u>	<u>1 copy</u>
	<u>20892</u>	<u>(c)</u>	<u>1 copy</u>
B	<u>Project Officer</u>	<u>(a)</u>	<u>2 copies</u>
	<u>Assume a Rockville, MD</u>	<u>(b)</u>	<u>2 copies</u>
	<u>20892</u>	<u>(c)</u>	<u>2 copies</u>

Note: Addresses for the Project Officer and Contracting Officer will be provided at time of award.

ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified during negotiations]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

[The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.]

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be determined during negotiations]

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

(1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer
Research Contracts Branch
National Cancer Institute, NIH
EPS, Room 620
6120 EXECUTIVE BLVD MSC 7224
BETHESDA MD 20892-7224

(2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) - .

ARTICLE G.4 . CONTRACT FINANCIAL REPORT

a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are

listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.

- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "**PREPARATION INSTRUCTIONS**," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the FIRST FULL THREE CALENDAR MONTHS following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following is a listing of expenditure categories to be reported:

Expenditure Category	Percentage of
<u>A</u>	<u>Effort/Hours</u>

- (1) Direct Labor
 - (a) Principal Investigator
 - (b) Co-Principal Investigator
 - (c) Key Personnel
 - (i)
 - (ii)
 - (iii)
- (2) Other Professional Personnel
- (3) Personnel - Other
- (4) Fringe Benefits
- (6) Materials/Supplies
- (8) Travel
- (9) Consultant Costs
- (12) Subcontract Costs
- (13) Other Direct Costs
- (14) Indirect Costs
- (15) G&A Expense
- (16) Total Cost
- (17) Fee
- (18) Total Cost Plus Fixed Fee

ARTICLE G.5. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), "Allowable Cost and Payment" incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Chief, Financial Advisory Services Branch
Office of Contracts Management
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC 7540
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.6 . POST AWARD EVALUATION OF PAST PERFORMANCE

Interim and final evaluations of contractor performance shall be conducted on this contract in accordance with OFPP Policy Letter 92-5, issued January 11, 1993 and HHSAR 342.7002(c)(2)(iv). A final performance evaluation shall be completed at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared by the Project Officer annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be initiated by the Project Officer and submitted to the Contracting Officer. The Contracting Officer will concur by initialing the appropriate block of the NIH Contractor Performance Report, and will submit the document to the Contractor as soon as practicable. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totalling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

ARTICLE H.2. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

ARTICLE H.3 . REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

ARTICLE I.I. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - CLAUSES INCORPORATED BY REFERENCE (APRIL 1984)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available [FAR 52.252-2 (JUNE 1988)].

a. **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<u>FAR CLAUSE NO.</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (OCTOBER 1995)
52.203-3	Gratuities (Over \$100,000) (APRIL 1984)
52.203-5	Covenant Against Contingent Fees (Over \$100,000) (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Over \$100,000) (JULY 1995)
52.203-7	Anti-Kickback Procedures (Over \$100,000) (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000) (JANUARY 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000) (JANUARY 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUNE 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Over \$100,000) (JUNE 1996)
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JULY 1995)
52.215-2	Audit and Records - Negotiation (Over \$100,000) (AUGUST 1996)
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals (JUNE 1997)
52.215-22	Price Reduction for Defective Cost or Pricing Data (Over \$500,000) (OCTOBER 1995)
52.215-24	Subcontractor Cost or Pricing Data (Over \$500,000) (OCTOBER 1995)
52.215-26	Integrity of Unit Prices (Over \$100,000) (JANUARY 1997)
52.215-27	Termination of Defined Benefit Pension Plans (MARCH 1996)

52.215-33	Order of Precedence (JANUARY 1986)
52.215-39	Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions (PRB) (MARCH 1996)
52.215-40	Notification of Ownership Changes (FEBRUARY 1995)
52.215-42	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-- Modifications (JANUARY 1997)
52.216-7	Allowable Cost and Payment (MARCH 1997)
52.216-8	Fixed Fee (MARCH 1997)
52.219-8	Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (Over \$100,000) (JUNE 1997)
52.219-9	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Over \$500,000) (AUGUST 1996)
52.219-16	Liquidated Damages - Subcontracting Plan (Over \$500,000) (OCTOBER 1995)
52.222-2	Payment for Overtime Premium (Over \$100,000) (JULY 1990) (NOTE: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Convict Labor (AUGUST 1996)
52.222-26	Equal Opportunity (APRIL 1984)
52.222-28	EEO Preaward Clearance of Subcontracts (Over \$1,000,000) (APRIL 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APRIL 1984)
52.222-36	Affirmative Action for Handicapped Workers (APRIL 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JANUARY 1988)
52.223-2	Clean Air and Water (Over \$100,000) (APRIL 1984)
52.223-6	Drug Free Workplace (JANUARY 1997)
52.223-14	Toxic Chemical Release Reporting (OCTOBER 1996)
52.225-11	Restrictions on Certain Foreign Purchases (OCTOBER 1996)
52.227-1	Authorization and Consent (Over \$50,000) (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000) (AUGUST 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)

52.232-17	Interest (Over \$100,000) (JUNE 1996)
52.232-20	Limitation of Cost (APRIL 1984)
52.232-23	Assignment of Claims (JANUARY 1986)
52.232-25	Prompt Payment (JUNE 1997)
52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUGUST 1996)
52.233-1	Disputes (OCTOBER 1995)
52.233-3	Protest After Award (AUGUST 1996) With Alternate I (JUNE 1985)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (Over \$500,000) (OCTOBER 1995)
52.242-4	Certification of Final Indirect Costs (JANUARY 1997)
52.242-13	Bankruptcy (Over \$100,000) (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUGUST 1987) Alternate I (APRIL 1984)
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (FEBRUARY 1997) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings of the contract.
52.244-5	Competition in Subcontracting (Over \$100,000) (DECEMBER 1996)
52.245-5	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract) (JANUARY 1986)
52.246-25	Limitation of Liability - Services (Over \$100,000) (FEBRUARY 1997)
52.249-6	Termination (Cost-Reimbursement) (SEPTEMBER 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.253-1	Computer Generated Forms (JANUARY 1991)

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

<u>HHSAR CLAUSE NO.</u>	<u>TITLE AND DATE</u>
352.202-1	Definitions (APRIL 1984) Alternate I (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DECEMBER 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APRIL 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)

352.270-5	Key Personnel (APRIL 1984)
352.270-6	Publication and Publicity (JULY 1991)
352.270-7	Paperwork Reduction Act (APRIL 1984)

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - **Rev. 6/97**]

ARTICLE I.2 AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

ALTERNATE IV (JANUARY 1997) of FAR Clause 52.215-42, REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (JANUARY 1997) is added.

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor.

FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUGUST 1996) is deleted, and FAR Clause 52.232-34, OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUGUST 1996) is substituted therefor.

FAR Clause 52.219-9, SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUGUST 1996), and FAR Clause 52.219-16, LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCTOBER 1995) are deleted in their entirety.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the contracting officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

- (1) FAR 52.219-6, Notice of Total Small Business Set-Aside (JULY 1996).
- (2) FAR 52.219-14, Limitations on Subcontracting (DECEMBER 1996).
- (3) FAR 52.225-19, European Union Sanction for Services (JANUARY 1996).
- (4) Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION/PUBLIC HEALTH SERVICE ACQUISITION REGULATION (HHSAR)/(PHSAR) (48 CHAPTER 3) CLAUSES:

THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

- (1) NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

a. FAR Clause 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCTOBER 1995)

(a) **Definition.**

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

b. YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of Proposal, September, 1997, 2 pages.
2. Background Information.
3. Statement of Work, November 5, 1997
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1⁴, May, 1997, 4 pages.
5. Financial Report of Individual Project/Contract, NIH 2706⁴, May, 1997, 1 page.
6. Instructions for Completing Form NIH 2706⁴, May, 1997, 3 pages.
7. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April, 1984, 1 page.
8. Disclosure of Lobbying Activities, OMB Form SF-LLL², December, 1989, 3 pages.
9. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June., 1982, 2 pages.
10. Contact Points², July, 1991, 1 page.
11. Technical Proposal Cost Information¹, December, 1988, 1 page.
12. Contract Pricing Proposal Cover Sheet, SF-1411², October, 1995, 1 page.
13. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September, 1992, 2 pages.
14. Summary of Related Activities¹, March, 1984, 1 page.
15. Proposal Intent Response Sheet⁶, March, 1984, 1 page.
16. Government Notice for Handling Proposals¹, January, 1997, 1 page.

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this RFP.
5. Submission instructions are contained on the form.
6. Complete this form as soon as possible and return as indicated on the form.
7. If applicable, this form is to be completed and submitted with the Technical Proposal. **ALL INSTITUTIONS MUST HAVE THE FORM REVIEWED AND APPROVED BY THEIR INSTITUTIONAL REVIEW COMMITTEE.**
8. Submission Instructions are contained in Section L.

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|------------------------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business |
| 5. | FAR 52.204-6 | Contractor Identification Number--Data Universal Numbering System (DUNS) Number |
| 6. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 7. | FAR 52.215-6 | Type of Business Organization |
| 8. | FAR 52.215-11 | Authorized Negotiators |
| 9. | FAR 52.215-19 | Period for Acceptance of Offer |
| 10. | FAR 52.215-20 | Place of Performance |
| 11. | FAR 52.219-1 | Small Business Program Representations |
| 12. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 13. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 14. | FAR 52.222-21 | Certification of Nonsegregated Facilities |
| 15. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 16. | FAR 52.222-25 | Affirmative Action Compliance |
| 17. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 18. | FAR 52.223-1 | Clean Air and Water Certification |
| 19. | FAR 52.223-4 | Recovered Material Certification |
| 20. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 21. | FAR 52.225-1 | Buy American Certification |
| 22. | FAR 52.225-6 | Balance of Payments Program Certificate |
| 23. | FAR 52.225-8 | Trade Agreements Act Certificate (DEVIATION) |
| 24. | FAR 52.225-20 | Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate |
| 25. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 26. | FAR 52.227-6 | Royalty Information |
| 27. | 9903.201-3
(FAR 52.230-1) | Cost Accounting Standards Notices and Certification |
| 28. | ----- | Certification Regarding Environmental Tobacco Smoke |
| 29. | ----- | Certification of Institutional Policy on Conflict of Financial Interest |
| 30. | FAR 15.804-4 | Certificate of Current Cost or Pricing Data |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (JUNE 1997)**

(a) Definitions.

"Common Parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because:
 - () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state or local government;
 - () Other, State basis _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (OCTOBER 1995)**

(NOTE: If this requirement is set-aside for Small Business Concerns, it is not necessary to complete this certification.)

- (a) **Representation.** The offeror represents that it [] is, [] is not a women-owned business concern.
- (b) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

5. **52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DECEMBER 1996)**

- (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

Please also enter the DUNS Number below:

DUNS Number _____

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MARCH 1996)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
 - (i) The Offeror and/or any of its Principals --
 - (A) Are [], are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [], have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 TYPE OF BUSINESS ORGANIZATION (JULY 1987)**

The offeror or quoter, by checking the applicable box, represents that -

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a joint venture, or ☐ a corporation, registered for business in _____.
country

8. **52.215-11 AUTHORIZED NEGOTIATORS (APRIL 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: **(list names, titles, and telephone numbers of the authorized negotiators)**

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. **52.215-19 PERIOD FOR ACCEPTANCE OF OFFER (APRIL 1984)**

(NOTE: This provision is applicable only: (1) if the RFP is not issued on SF 33 (except those for construction work) or, (2) in solicitations where the Government does not specify a minimum acceptance period elsewhere in the RFP.)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule.

10. **52.215-20 PLACE OF PERFORMANCE (APRIL 1984)**

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address
(City, County, State, Zip Code)

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror**

11. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JANUARY 1997)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is [INSERT SIC CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) **(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)**
The offeror represents as part of its offer that [] it is, [] is not a small disadvantaged business concern.
- (3) **(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)**
The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) **Definitions.**

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

12. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JANUARY 1997)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program [includes Construction Contracts under SIC codes that comprise major groups 15, 16 and 17 [excluding dredging - Federal Procurement Data System [FPDS] service codes Y216 and Z216], refuse systems and related services (including trash/garbage collection services but excluding those for hazardous waste), contracts under SIC Code 4212 or 4953, limited to FPDS service code S205], architectural and engineering services [including surveying and mapping] contracts under SIC code 7389, 8711, 8712, or 8713, which are awarded under FAR Subpart 36.6 [limited to FPDS service codes C111 through C216, C219, T002, T004, T008, T009, T014, and R404), non-nuclear ship repair [not applicable to HHS]].

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

- (c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

13. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JANUARY 1997)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents as follows:

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last three fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

14. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1984)**

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certification in the files ; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity Clause. The certification may be submitted for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

15. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1984)**

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

16. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

17. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies ☐, does not certify ☐ that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required

in paragraph (b) of this clause may render the bid or offer nonresponsive.

18. **52.223-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 1984)**

(Note: Applicable to contracts expected to exceed \$100,000. Not Applicable for contracts with commercial items.)

The Offeror certifies that --

- (a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

19. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

20. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 1996)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the ion Regulation; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

21. **52.225-1 BUY AMERICAN CERTIFICATE (DECEMBER 1989)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List as necessary.)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

22. **52.225-6 BALANCE OF PAYMENTS PROGRAM CERTIFICATE - (APRIL 1985)**

(NOTE: To be completed only for offers for services at or greater than \$100,000, (and for construction between \$100,000 and \$7,310,999) for use outside the U.S.

- (a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Line Item Number	Excluded End Products	Country of Origin
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

23. **52.225-8 TRADE AGREEMENTS ACT CERTIFICATE (DEVIATION)**

(Note: Applies to offers for supplies greater than \$190,000)

- (a) The offeror hereby certifies that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a North American Free Trade Agreement (NAFTA) country end product, or a Caribbean Basin country end product as defined in the clause entitled "Trade Agreements Act" FAR 52.225-9 (Deviation).
- (b) Offers will be evaluated in accordance with Subpart 25.4 of the Federal Acquisition Regulation except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

24. **52.225-20 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE - (JANUARY 1997)**

(NOTE: To be completed for offers subject to the North American Free Trade Agreement Act, but not subject to the Trade Agreements Act - e.g., those offers for supplies between \$25,000 and \$189,999.)

- (a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program"). Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.
- (b) Excluded End Products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List as Necessary)

- (c) Offerors will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed to be NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program."

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List as Necessary)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

ALTERNATE I (JANUARY 1997)

(NOTE: Applies when the acquisition value is between \$25,000 and \$50,000 and it is not subject to the Trade Agreements Act but is subject to NAFTA.)

As prescribed in 25.408(a)(3), substitute the following paragraph (c) for paragraph (c) of the basic provision:

- (c) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program":

(Insert line item numbers)

25. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 1997)**

- (a) Definitions. As used in this provision--Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

- (b) Representation. The offeror represents that it--

[] is [] is not a Historically Black College or University;

[] is [] is not a Minority Institution.

26. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

27. **9903.201-3/(formerly 52.230-1) COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**
(JULY 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;

- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

- ☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

- ☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.
☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

28. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)**

(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

29. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [], is not [] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

30. **15.804-4 CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When a certificate of cost or pricing data is required to be submitted in accordance with Federal Acquisition Regulation (FAR) 15.804-4, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate set forth below and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, another date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. NOTICE OF SMALL BUSINESS SET-ASIDE

- (1) **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
- (2) **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

b. SIC CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (JANUARY 1997), FAR Clause 52.219-1.

- (1) The standard industrial classification (SIC) code for this acquisition is 8748.
- (2) The small business size standard is \$5,000,000.

c. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that one award will be made from this solicitation and that the award will be made on/about April 15, 1998 .

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type contract completion with a term of five years, and that incrementally funded will be used [see paragraph 5)(b), (c), or (d) of Business Proposal Instructions].

d. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 7,350 labor hours. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

e. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

f. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

g. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

h. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

i. **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

j. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Charles H. Jackson, Jr.
Contracting Officer
Research Contracts Branch, OD
National Cancer Institute
EPS, Room 620
6120 EXECUTIVE BLVD MSC
BETHESDA MD 20892-7224

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a cost-reimbursement completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(3) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD.)

(4) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts,

travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, **TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS**). However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(6) **Confidentiality of Proposals**

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in

substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(7) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this RFP.

(8) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) **Human Subjects**

The following notice is applicable when contract performance is expected to involve risk to human subjects:

NOTICE TO OFFERORS OF REQUIREMENTS OF 45 CFR PART 46, PROTECTION OF HUMAN SUBJECTS (SEPTEMBER 1985)

- a) Copies of the Department of Health and Human Services (Department) regulations for the protection of human subjects, 45 CFR Part 46, are available from the Office for Protection from Research Risks (OPRR), National Institutes of Health, Bethesda, Maryland 20892. The regulations provide a systematic means, based on established ethical principles, to safeguard the rights and welfare of individuals who participate as subjects in research activities supported or conducted by the Department.
- b) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. The regulations extend to the use of human organs, tissue and body fluids from individually identifiable human subjects as well as to graphic, written or recorded information derived from individually identifiable human subjects. The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR, Part 46.
- c) Activities in which the only involvement of human subjects will be in one or more of the categories set forth in 45 CFR 46.101(b)(1-6) are exempt from coverage.
- d) Inappropriate designations of the noninvolvement of human subjects or of exempt categories of research

in a project may result in delays in the review of a proposal. The Public Health Service will make a final determination of whether the proposed activities are covered by the regulations or are in an exempt category, based on the information provided in the proposal. In doubtful cases, prior consideration with OPRR, (telephone: 301-496-7041), is recommended.

- e) In accordance with 45 CFR, Part 46, prospective Contractors being considered for award shall be required to file with OPRR an acceptable Assurance of Compliance with the regulations, specifying review procedures and assigning responsibilities for the protection of human subjects. The initial and continuing review of a research project by an institutional review board shall assure that the rights and welfare of the human subjects involved are adequately protected, that the risks to the subjects are reasonable in relation to the potential benefits, if any, to the subjects and the importance of the knowledge to be gained, and that informed consent will be obtained by methods that are adequate and appropriate. Prospective Contractors proposing research that involves human subjects shall be contacted by OPRR and given detailed instructions for establishing an institutional review board and filing an Assurance of Compliance.
- f) It is recommended that OPRR be consulted for advice or guidance concerning either regulatory requirements or ethical issues pertaining to research involving human subjects.

(10) Privacy Act

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

-to the cognizant audit agency and the General Accounting Office for auditing.

-to the Department of Justice as required for litigation.

-to respond to congressional inquiries.

-to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(11) Selection of Offerors

- a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
 - b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
 - c) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach and contractual terms and conditions. Best and Final Offers (BAFOs) will be requested with the reservation of the right to conduct limited negotiations after BAFOs.
 - d) **Best-Buy Analysis.** A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
 - e) The NCI reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding \$25,000 will be published in the Commerce Business Daily.
- (12) **Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)**

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totalling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

(13) **Solicitation Provisions Incorporated by Reference**

This Solicitation incorporates the following solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Solicitation Definitions, 52.215-5 (July 1987)
- b) Unnecessarily Elaborate Proposals or Quotations, 52.215-7 (April 1984)
- c) Amendments to Solicitations, 52.215-8 (December 1989)

- d) Submission of Offers, 52.215-9 (March 1997)
- e) Late Submissions, Modifications, and Withdrawals of Proposals, 52.215-10 (June 1997)
- f) Preparation of Offers, 52.215-13 (April 1984)
- g) Explanation to Prospective Offerors, 52.215-14 (April 1984)
- h) Failure to Submit Offer, 52.215-15 (May 1997)
- i) Contract Award, 52.215-16 (October 1995)
- j) Facilities Capital Cost of Money, 52.215-31 (September 1987)
- k) Order of Precedence, 52.215-33 (January 1986)
- l) Preaward On-Site Equal Opportunity Compliance Review, (Over \$1,000,000), 52.222-24 (April 1984)

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

a) Statement of Work

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable,

as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

(1) **Principal Investigator/Project Director**

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) **Other Investigators**

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) **Additional Personnel**

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

(4) **Resumes**

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) **Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M.2., hereof).

(3) **Additional Technical Proposal Information**

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) **Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- b) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- c) Other factors you feel are important and support your proposed research.
- d) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

c. **BUSINESS PROPOSAL INSTRUCTIONS**

(1) **Cost and Pricing Data**

The attached SF 1411 (see Section J, List of Attachments) must be completed and submitted together with a detailed breakdown of estimated costs by phase, segment, or year. The detailed breakdown shall be in the format as shown on the form "Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours" (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated below. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished and block 8 of the SF 1411 must be completed.

- a) As appropriate, cost breakdowns shall be provided for the following cost elements:

(1) **Direct Labor**

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

(2) **Materials**

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

(3) **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

(4) **Raw Materials**

Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

(5) **Purchased Parts**

Includes material items not covered above. Provide priced quantities of items required for the proposal.

(6) **Fringe Benefits**

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

(7) **Indirect Costs**

Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

(8) **Special Equipment**

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

(9) **Travel**

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

(10) **Other Costs**

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

- b) As part of the specific information required, the offeror must submit with offeror's proposal, and clearly

identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with the proposal any information reasonably required to explain your estimating process, including--

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (2) The nature and amount of any contingencies included in the proposed price.
- c) There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.
- d) By submitting a proposal, an offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
- e) As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
- (2) Qualifications of the Offeror
- a) You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts"
- (1) General Experience

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.
 - (2) Organizational Experience Related to the RFP

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.
 - (3) Performance History

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.
 - (4) Pertinent Contracts

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts,

separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

(5) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an evaluation factor they are considered in the source selection process.

(3) **Other Administrative Data**

a) **Property**

(1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:

- (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
- (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

(2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.

(3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

b) **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

c) **Incremental Funding**

(This is applicable if the RFP has stated that the contract resulting from this solicitation will be incrementally funded.)

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to

be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time, to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

The "Limitation of Funds" clause to be included in the resultant contract shall supersede the "Limitation of Cost" clause found in the General Clauses.

d) Facilities Capital Cost of Money

(This is applicable if you are a commercial organization.)

Facilities capital cost of money (see FAR 15.904) will be an allowable cost under the contemplated contract, but only if the Contractor specifically identifies or proposes it in the cost proposal for the contract and elects to claim this cost by checking the appropriate box below. If the Contractor does not specifically identify or propose facilities capital cost of money and does not elect to claim this cost, the contract will include the Waiver of Facilities Capital Cost of Money clause.

☐ The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).

☐ The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

(4) Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

(5) **Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

(6) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

(7) Travel Costs/Travel Policy

a) Travel Costs - Commercial

In accordance with Title II, section 201 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (Public Law 99-234), costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b) Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. In the event that the technical evaluation reveals that two or more offerors are approximately equal in technical ability, then cost may become a significant factor in determining award(s). In any event, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

2. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

The following criteria describe conditions that must be met in order for a proposal to be considered for review. The criteria also provide guidance for determining the soundness of each proposal and adequacy of the approach. The criteria are weighted and listed in order of relative importance.

1. Technical understanding - 35%

Assess the offeror's competence as demonstrated by, but not limited to, their technical understanding of the RFP's requirements and their proposed approach to accomplishing project objectives.

- a. How well does the offeror describe their ability to develop and/or adapt various types of surveys and tests to the target group (10th graders)?
- b. How well does the offeror describe their knowledge of and ability to develop and maintain an effective data system?

2. Qualifications and Experience of Personnel - 30%

Assess the capabilities and experience of the offeror's PI and other key personnel (including sub-contractors) proposed for this project as reflected in the following:

- a. How well does the offeror describe their prior experience evaluating science education programs involving students (rising tenth-graders) from minority and under-served populations?
- b. How well does the qualifications (formal education and non-academic training) of the offeror's personnel relate to the evaluation of science education programs involving students at the secondary school level?

3. Organizational Experience - 20%

Assess the offeror's administrative/organizational qualifications as evidenced by prior experience with SEP type programs and overall success in providing the type of services required by this RFP.

- b. How well does the offeror describe their organizational structure and the management plan that will be implemented for this RFP?

- b. How well does the offeror describe relevant subcontract arrangements and to what extent these will be influence their performance of this procurement?

4. **Facilities and Equipment - 15%**

Assess the availability and adequacy of the offeror's office space, facilities, equipment and other resources necessary to successfully conduct an evaluation of the Science Enrichment Program.

PAST PERFORMANCE FACTORS

The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated.

The evaluation will be based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business,like concern for the interest of the customer.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

The following rating method shall be used in the evaluation of past performance information:

- | | |
|--------------------|---|
| Excellent - | Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. Sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. |
| Good - | Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Sources of information state that the offeror's performance was good, better than average, etc., and that they would do business with the offeror again. |
| None - | No past performance history identifiable. |
| Marginal - | Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again. |
| Poor - | Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. Sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again. |

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP NO. N02-CO-81020-11 .

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

NUMBER OF COPIES

TECHNICAL PROPOSAL: ORIGINAL* AND 10 COPIES TO:

BUSINESS PROPOSAL: ORIGINAL* AND 10 COPIES TO:

If hand-delivered or delivery service

Wayne E. Jackson
Contract Specialist
Research Contracts Branch
National Cancer Institute
Executive Plaza South, Room 620J
6120 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Wayne E. Jackson
Contract Specialist
Research Contracts Branch
National Cancer Institute
6120 EXECUTIVE BLVD MSC 7224
EPS/620J
BETHESDA MD 20892-7224

***THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.**

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the Rockville, Maryland address. Any package sent to the Rockville address via this service will be held at a local post office for pick-up. The Government is not responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

STATEMENT OF WORK

Independently, and not as an agent of the Government, the contractor shall furnish all necessary services, qualified personnel, materials, equipment, and facilities (including handicapped) not otherwise provided by the Government as needed to conduct a scientifically sound evaluation of the Science Enrichment Program (SEP). Evaluation activities shall begin in the Spring of 1998 and continue for five years (*through the year 2003*).

The Science Enrichment Program is a five to six-week residential project designed to encourage youth from under-represented minority and under-served populations to pursue professional careers in science research fields. Students are provided individualized attention as dictated by their respective levels of participation in the classroom and other program activities.

SEP activities include classroom instruction supplemented with hands-on experience involving laboratory procedures/techniques and computer applications. Other features include special seminars, lectures, field trips, and cultural events.

Two SEP sites with significant geographical distances between them shall be established. Each site shall select a minimum of 50 students for participation in SEP each summer. The students shall be rising tenth-graders who have expressed an interest in science and/or mathematics. The students shall be selected from among eligible applicants within minority populations that are under-represented in the sciences (*i.e., Black Americans, Hispanics, Native Americans, Pacific Islanders*), and non-minority populations that are medically under-served (*e.g., Appalachians*).

Scope of Work

The contractor shall conduct a comprehensive, overall evaluation of the Science Enrichment Program adhering to the following five elements of performance:

1. Obtain OMB clearance

The contractor shall prepare all documents and make contacts necessary to achieve OMB clearance in accordance with the Paperwork Reduction Act. The contractor shall make all necessary revisions to the request until OMB clearance is granted. Ensure that the clearance request package is submitted to OMB in accordance with Section F (Article F.2 Deliveries or Performance) of the solicitation.

2. Develop and implement questionnaires/tests

There shall be three assessment periods: pre-test (aptitude), mid-program assessment (attitude), and post-test (aptitude). The tests shall be designed to indicate student potential for developing skills that are universal to all disciplines of science, and highlight change or absence of change in student attitudes about science. The tests will also provide clues as to the effectiveness of instruction and related materials, and assess various aspects of the academic curriculum.. The contractor shall work closely with the PI at each SEP site and NCI staff to ensure that region specific considerations are included in the design of student questionnaires, and to recommend specific changes that would enhance program effectiveness.

3. Develop and maintain data system

A well-ordered computerized data system shall be developed and maintained to provide for the collection, processing, storage, and retrieval of data on staff, faculty and student participants, the curricula, and key aspects of non-academic activities (*e.g., field trips, cultural events, parents and career days, etc.*). Data on other programs that are similar to SEP shall also be collected and examined for possible use as comparison groups. The system plan shall include descriptions of the kinds of data that might be collected, who will collect the data, confidentiality safeguards to be implemented, and the process associated with each step.

4. Analyze data and interpret results

As part of the analysis process the contractor shall examine key aspects of the total program and determine the degree to which these are congruent with the stated goals and objectives for SEP. Data gathered relative to other programs similar to SEP shall be analyzed to make scientifically appropriate comparisons. The contractor shall also examine and compare the status of students who applied for but were not accepted into SEP. The contractor shall ensure that analyses and interpretations of data and findings are scientifically sound.

5. Conduct site visits

The contractor shall arrange for and visit each SEP site at least once per year while the students are in residence. The purpose of these visits is to facilitate discussions with the principal investigator and project staff, interview participants, collect data, implement procedural changes and/or examine the data gathered and maintained by each program.

6. Submit reports

The contractor shall periodically provide supplemental information as requested by NCI in addition to routine semi-annual progress, annual, and final reports. (See Article F.2) The contractor shall ensure that each report is well organized; that the contents are accurate and verifiable, and submitted in timely fashion. In addition to the written reports submitted, the contractor shall present key evaluative findings and observations at an annual meeting with NCI staff and other SEP contractors once per year at NCI offices in either Bethesda or Rockville, Maryland.

INVOICE/FINANCING REQUEST INSTRUCTIONS
FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-1

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office name and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.
- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

- The item number for the specific piece of equipment listed in the Property Schedule.
- The COA letter and number, if the equipment is not covered by the Property Schedule.
- Be preceded by an asterisk (*) if the equipment is below the approval level.

Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.

- (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.
- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's advance understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

SAMPLE INVOICE/FINANCING REQUEST

(a) Billing Office Name and Address

NATIONAL INSTITUTES OF HEALTH
National Cancer Institute, RCB
EPS, Room _____
6120 EXECUTIVE BLVD MSC ____
Bethesda, MD 20892-_____

(b) Invoice/Financing Request No. _____

(c) Date Invoice Prepared _____

(d) Contract No. and Effective Date _____

(e) Payee's Name and Address

ABC CORPORATION
100 Main Street
Anywhere, U.S.A. zip code

(f) Total Estimated Cost of Contract _____

(g) Total Fixed Fee _____

Attention: Name, Title, and Phone Number
of Official to Whom Payment is Sent

(h) This invoice/financing request represents reimbursable costs from Aug. 1, 1982 through Aug. 31, 1982

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception
(k) Direct Costs		
(1) Direct Labor	\$ 3,400	\$ 6,800
(2) Fringe Benefits	600	1,200
(3) Accountable Personal Property (Attach Form HHS-565)		
Permanent Research	3,000	6,000
General Purpose	2,000	2,000
(4) Materials and Supplies	2,000	4,000
(5) Premium Pay	100	150
(6) Consultant Fee-Dr. Jones 1 day @ 100 (COA #3)	100	100
(7) Travel (Domestic)	200	200
(Foreign)	200	200
(8) Subcontract Costs	-0-	-0-
(9) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(l) Cost of Money (Factor) of (Appropriate Base)	2,400	3,600
(m) Indirect Costs -- Overhead _____% of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		(1,700)
(q) Grand Totals	\$18,700	\$29,950

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

Name of Official)

(Title)

INSTRUCTIONS FOR COMPLETING FORM NIH 2706 "FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT"

GENERAL INFORMATION

Purpose. Form NIH 2706 is designed to: (1) provide a management tool for use by be NIH in monitoring the application of financial and personnel resources to the NIH contracts; (2) provide contractors with financial and personnel management data which is usable in their management processes; (3) promptly indicate potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and personnel; and (4) obtain contractor's analyses of cause and effect of significant variations between actual and prior estimates of financial and personnel performance.

REPORTING REQUIREMENTS

Scope. The specific cost and personnel elements to be reported shall be established by mutual agreement prior to award. The Government may require the contractor to provide detailed documentation to support any element(s) on one or more financial reports.

Number of Copies and Mailing Address. An original and two (2) copies of the report(s) shall be sent to the contracting officer at the address shown on the face page of the contract, no later than 30 working days after the end of the period reported. However, the contract may provide for one of the copies to be sent directly to the project officer.

REPORTING STATISTICS

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form NIH 2706, except where it is determined by the contracting officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

Definitions and Instructions for Completing Form NIH 2706. For the purpose of establishing expenditure categories in Column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) **Key Personnel.** Include key personnel regardless of annual salary rates. All such individuals should be listed by names and job titles on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) **Personnel--Other.** List as one amount unless otherwise required by the contract.
- (3) **Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate(s) has been established, identify the base, rate, and amount billed for each category. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.
- (4) **Accountable Personal Property.** Include nonexpendable personal property with an acquisition cost of \$1,000 or more and with an expected useful life of two or more years, and sensitive items regardless of cost. Form HHS 565, "Report of Accountable Property," must accompany the contractor's public voucher (SF 1034/SF 1035) or this report if not previously submitted. See "Contractor's Guide for Control of Government Property."
- (5) **Supplies.** Include the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of nonexpendable equipment as defined in (4) above.

- (6) **Inpatient Care.** Include costs associated with a subject while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.
- (7) **Outpatient Care.** Include costs associated with a subject while not occupying a bed. It normally includes ancillary costs only.
- (8) **Travel.** Include all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.
- (9) **Consultant Fee.** Include fees paid to consultant(s). Identify each consultant with effort expended, billing rate, and amount billed.
- (10) **Premium Pay.** Include the amount of salaries and wages over and above the basic rate of pay.
- (11) **Subcontracts.** List each subcontract by name and amount billed.
- (12) **Other Costs.** Include any expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.
- (13) **Overhead/Indirect Costs.** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (14) **General and Administrative Expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.
- (15) **Fee.** Cite the fee earned, if any.
- (16) **Total Costs to the Government.**

PREPARATION INSTRUCTIONS

These instructions are keyed to the Columns on Form NIH 2706.

Column A--Expenditure Category. Enter the expenditure categories required by the contract.

Column B--Percentage of Effort/Hours Negotiated. Enter the percentage of effort or number of hours agreed to during contract negotiations for each labor category listed in Column A.

Column C--Percentage of Effort/Hours-Actual. Enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

Column D--Cumulative Incurred Cost at End of Prior Period. Enter the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

Column E--Incurred Cost-Current Period. Enter the costs which were incurred during the current period.

Column F--Cumulative Incurred Cost to Date. Enter the combined total of Columns D and E.

Column G--Estimated Cost to Complete. Make entries only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column H--Estimated Costs at Completion. Complete only if an entry is made in Column G.

Column I--Negotiated Contract Amount. Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column J--Variance (Over or Under). Complete only if an entry is made in Column H. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H) and negotiated costs (Column I). When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column J by Column I, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications. List any modification in the amount negotiated for an item since the preceding report in the appropriate cost category.

Expenditures Not Negotiated. List any expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) in the appropriate cost category and complete all columns except for I. Column J will of course show a 100 percent variance and will be explained along with those identified under J above.

Institutions with an assurance of compliance that covers the research to be conducted on file with the Department, Agency, or the Department of Health and Human Services (HHS) should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency. Institutions which do not have such an assurance must submit an assurance and certification of IRB review and approval within 30 days of a written request from the Department or Agency.

Certification of IRB review and approval within 60 days of a written request from the Department of Agency:		
1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> FOLLOWUP <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER :	3. Application or Proposal Identification No. (if known)
4. Title of Application or Activity		5. Name of Principal Investigator, Program Director, Fellow, or Other

☐ This Assurance, on file with the Department of Health and Human Services, covers this activity:
Assurance Identification no. M- IRB identification no. _____

☐ This Assurance, on file with (*agency/dept.*) _____ , covers this activity.
Assurance Identification no. _____ IRB identification no. _____ (*if applicable*)

☐ No assurance has been filed for this project. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.

☐ **Exemption Status:** Human subjects are involved, but this activity qualifies for exemption under Section 101 (b), paragraph

☐ This activity has been reviewed and approved by the IRB in accordance with the common rule and any other governing regulations or subparts on

(date) _____ by: ☐ Full IRB Review or ☐ Expedited Review.

☐ This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the common rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed and certification will be provided.		10. Name and Address of Institution
11. Phone No. (with area code)	12. Fax No. (with area code)	
13. Name of Official		14. Title
15. Signature		16. Date

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a cost-reimbursement contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. Initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report_____	
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> G Prime G Subawardee </div> Tier_____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description		
			CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$_____ G actual G planned			13. Type of Payment (check all that apply): G a. retainer G b. one-time fee G c. commission G d. contingent fee G e. deferred G f. other; specify: _____		
12. Form of Payment (check all that apply): G a. cash G b. in-kind; specify: nature_____ value_____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;">Yes No</div>					

16.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: _____

Print

Name: _____

Title: _____

Telephone

No.: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form--LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

**Authorized for Local Reproduction
Standard Form--LLL-A**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD	RFP/CONTRACT NUMBER		
PROJECT TITLE (Title or RFP or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED <input type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST-PLUS-FIXED-FEE <input type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS	AREA CODE/TELEPHONE NUMBER		
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS <input type="checkbox"/> YES <input type="checkbox"/> NO Institution's General Assurance re: Human Subjects DATE APPROVED _____ <input type="checkbox"/> PENDING Institution's Review Board's Approval of this Proposal DATE APPROVED _____ <input type="checkbox"/> PENDING An example of the informed consent for this study is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO A Clinical Protocol is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO			
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE RFP (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	
		DOLLAR VOLUME OF BUSINESS PER ANNUM	
		THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)	
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR		SIGNATURE OF BUSINESS REPRESENTATIVE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
EMPLOYER IDENTIFICATION NUMBER		DATE OF OFFER	

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the **BUSINESS PROPOSAL**.

Name, Title and Address* of **Business Representative** with whom daily contact is required.

Name

Telephone Number

Institutional Title

FAX Number

Institutional Office

Institution Name

****Street Address**

City, State

Zip Code

Name, **Institutional** Title and Address of Proposed **Principal Investigator**

Name

Telephone Number

Institutional Title

FAX Number

Institutional Division, etc.

****Street Address**

City, State

Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> <u>(Hours)</u>	<u>Year 2</u> <u>(Hours)</u>	<u>Year 3</u> <u>(Hours)</u>	<u>Year 4</u> <u>(Hours)</u>	<u>Year 5</u> <u>(Hours)</u>	<u>Total</u>

Total Hours	_____	_____	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____
<u>MATERIAL COST:</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____
<u>TRAVEL COST:</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____
<u>OTHER (Specify)</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____
<u>OTHER (Specify)</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____
<u>TOTAL DIRECT COST:</u>	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____	<u>\$</u> _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

**REMOVE THIS PAGE AND INSERT THE
CONTRACT PRICING PROPOSAL COVER SHEET, SF-1411 HERE.**

NOTE: A Hard copy of this form can be obtained by either making a copy of the form from PART 53 of the FAR OR by generating a Hardcopy from the INFORMS Program.

****** (MAKE SURE YOU INCLUDE THE NECESSARY NUMBER OF HARD PAGE BREAKS HERE, SO THE RFP WILL PAGINATE PROPERLY WHEN INCLUDING THIS DOCUMENT.) ******

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
2. This format has been prepared as a universal guideline for all solicitations issued by the National Cancer Institute. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L.1., General Information for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
 - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.
 - b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
 - c. For all indirect costs, list the rates applied and the base the rate is applied to.
 - d. For all travel, list the specifics for each trip.
 - e. For any subcontract proposed, submit a separate breakdown format.
 - f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.

RFP Number: _____
 Organization: _____
 Date: _____

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

<u>COST ELEMENT</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>DIRECT LABOR:</u>						
<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Rate</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>	<u>Hours</u> <u>Amt</u>

<u>DIRECT LABOR COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>MATERIAL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TRAVEL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>OTHER (Specify)</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>OTHER (Specify)</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TOTAL DIRECT COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>FRINGE BENEFIT COST:</u> (if applicable) __% of Direct Labor Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>INDIRECT COST:</u> __% of Total Direct Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>TOTAL COST:</u>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>FEE:</u> (if applicable) __% of Total Est. Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>GRAND TOTAL ESTIMATED COST</u> \$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<u>(PLUS FIXED FEE)</u>						

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals* in this proposal.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
----------------------------------	----------------------	--------------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals*.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
----------------------------------	----------------------	--------------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
--------------------	------------------------------	-------------------------------------

- 1.
- 2.
- 3.
- 4.

PROPOSAL INTENT RESPONSE SHEET

RFP No. N02-CO-81020-11

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST PRACTICABLE DATE. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

=====

☐ **DO INTEND TO SUBMIT A PROPOSAL**

☐ **DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:**

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

=====

RETURN TO:

**National Institutes of Health
National Cancer Institute
Attention: Wayne E. Jackson
6120 EXECUTIVE BLVD MSC 7224
BETHESDA MD 20892-7224**